

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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DION DAVIS, et al.,

Plaintiffs,

**STIPULATION OF SETTLEMENT**

-against-

18 Civ. 3666 (JMF)

THE CITY OF NEW YORK, et al.,

Defendants.

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**WHEREAS**, plaintiffs Dion Davis and Kenloy Seymore (collectively “plaintiffs”) commenced this action on behalf of themselves and all other employees similarly situated by filing a complaint in the United States District Court in the Southern District of New York (“SDNY”) on or about April 26, 2018, alleging that defendants City of New York, Department of Education of the City of New York and New York City School Support Services, Inc. (collectively “defendants”), violated the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* (“FLSA”) and New York Labor Law (“NYLL”) and the supporting New York State Department of Labor Regulations; and

**WHEREAS**, defendants deny any and all liability arising out of plaintiffs’ allegations; and

**WHEREAS**, the parties now desire to resolve the claims and issues raised in this litigation by plaintiffs, without further proceedings and without admitting any fault or liability;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. Plaintiffs hereby dismiss all of their claims in the above-referenced action, with prejudice, and without costs, expenses or fees.

2. The City of New York agrees to:

(a) pay plaintiff Davis back pay in the total amount of twelve thousand eighty nine dollars and no cents (\$12,089.00), less all applicable deductions and withholdings and any wage garnishment (“Davis Back Pay”); and liquidated damages in the total amount of seventeen thousand eighty nine dollars and no cents (\$17,089.00) (“Davis Liquidated Damages”);

(b) pay plaintiff Seymore back pay in the total amount eighteen thousand four hundred and thirty nine dollars and no cents (\$18,439.00), less all applicable deductions and withholdings and any wage garnishment (“Seymore Back Pay”); and liquidated damages in the total amount of twenty three thousand four hundred and thirty nine dollars and no cents (\$23,439.00) (“Seymore Liquidated Damages”); and

(c) The City of New York further agrees to pay twenty three thousand dollars and no cents (\$23,000.00) for costs, disbursements and attorney’s fees (“Attorney’s Fees”).

3. Payment of the Davis Back Pay and Seymore Back Pay shall be made by payroll checks made payable to each individual plaintiff.

4. Payment of the Davis Liquidated Damages, Seymore Liquidated Damages and Attorney’s Fees shall be made by one check payable to “Law Office of Brian L. Greben as

Attorneys for Dion Davis and Kenloy Seymore” and shall be mailed to Law Office of Brian L. Greben, 316 Great Neck Road, Great Neck, N.Y. 11021.

5. In consideration for all of the foregoing, including payment of back pay, liquidated damages and attorney’s fees, plaintiffs agree to dismissal, with prejudice, all of the claims that were or could have been raised in the above captioned action and to release and discharge the City of New York, New York Department of Education, New York City School Support Services, Inc. their successors and assigns, and all present or former officials, employees, representatives or agents of municipal defendants (collectively the “Released Parties”) from any and all claims, liabilities or causes of action arising out of the allegations in the Complaint, including all claims arising under the Fair Labor Standards Act and the New York State Labor Law, and any and all common law claims, including claims for attorney’s fees, costs and distributions, occurring from the beginning of the world up through and including the date of plaintiffs’ execution of releases, whether known or unknown, joint or several, whether or not discoverable, including, without limitation, any and all claims which were or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint herein, including all claims for attorneys’ fees, expenses and costs.

6. Each Plaintiff shall execute and deliver to defendants’ attorney all documents necessary to effect this settlement, including, without limitation, a general release, an affidavit concerning liens, and a substitute form W-9 completed by each plaintiff. Plaintiffs’ counsel shall also execute and deliver to defendants’ attorney a substitute form W-9.

7. Nothing contained herein shall be deemed to be an admission by defendants that they have in any manner or way violated plaintiffs’ rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules and/or

regulations of the United States, the State of New York, the City of New York, or the New York City Department of Education, or any other rules, regulations or bylaws of any department or subdivision of the New York City Department of Education. This Settlement Agreement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except that the stipulation may be used by either party in connection with any subsequent action or proceeding relating to enforcement of this Settlement Agreement.

8. Nothing contained herein shall be deemed to constitute a policy or practice of defendants.

9. This Settlement Agreement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this settlement agreement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

10. This Settlement Agreement and any other documents executed by the parties hereto in furtherance of the purposes of this Settlement Agreement and General Releases, shall be governed by, interpreted and enforced in accordance with the laws of the State of New York.

Dated: New York, New York  
August 6, 2018

Dated: New York, New York  
August 3, 2018

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By:   
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Brian L. Greben

By:   
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Andrea O'Connor  
Assistant Corporation Counsel